



C A L I F O R N I A   D E P A R T M E N T   O F

# Mental Health

1600 9th Street, Sacramento, CA 95814  
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## **MULTIPLE AWARDS REQUEST FOR PROPOSAL (RFP) - Secondary Notice to Prospective Proposers**

March 30, 2006

To: PROSPECTIVE PROPOSERS

You are invited to submit a proposal to the Department of Mental Health, in collaboration with the Department of Rehabilitation, for project number 06-76002-000 titled:

### **Mental Health Cooperative Programs Statewide Training and/or Technical Assistance**

### **Multiple Awards in Various Subject Areas Related to the Employment of Persons with Severe Psychiatric Disabilities**

**For Fiscal Years 2006-07, 2007-08 and 2008-09**

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy may be obtained by contacting the persons listed below.

In the opinion of the Department of Mental Health, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Stacie Kincaid, Contract Analyst  
Phone: (916) 654-2338  
Fax: (916) 654-2440

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum to this RFP.

Sincerely,

*Original signed by*

Terrie Tatosian  
Deputy Director  
Administrative Services

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\*These documents are for reference only and not required to be returned with the proposal package.

## **A) Purpose of this RFP**

Since 1992, the Department of Mental Health (DMH) and the Department of Rehabilitation (DOR) have had an Interagency Agreement for the purpose of promoting cooperation and collaboration between agencies at the state and local levels to increase and improve employment, career development, and independent living for individuals with severe psychiatric disabilities.

The Interagency Agreement established the DMH/DOR Cooperative Program within the DMH Systems of Care Division to administer the provision of state level training and technical assistance to local county mental health (CMH)/DOR cooperative programs and those working with DOR to establish employment systems. The funding for this Interagency Agreement and the training it provides consists of a combination of DMH and federal Vocational Rehabilitation (VR) funds.

The purpose of this RFP is to contract with subject matter specialists to provide training and technical assistance, statewide, related to subject areas associated with utilizing the Recovery Model to provide and support the provision of vocational services within the Mental Health Services Act. This is the basis for building programs and systems to support and promote the employment of persons with severe psychiatric disabilities. It is anticipated that the volume of requests, from across the state, for training and/or technical assistance will necessitate consideration of multiple responsive Proposers for each subject area.

## **B) Scope of Work**

The Scope of Work below is comprised of twelve (12) training/technical assistance subject areas developed by the DMH/DOR Cooperative Program in collaboration with state and local stakeholders, including clients and family members, who understand the importance of employment as part of recovery. These subject areas have evolved over the years to meet the progressive needs of the clients served and the demands of changing mental health and vocational rehabilitation systems. DMH is seeking subject matter specialists to propose how they will deliver training and/or technical assistance utilizing the content described herein as the minimum basis for the developing their work plan(s). Note that the work plan is one (1) component of the complete proposal package one would submit to respond to this RFP.

Proposers responding to this RFP may submit no more than 1 work plan for each training/technical assistance subject area described herein. There are 12 subject areas, therefore one Proposer may submit anywhere from 1 to 12 work plans as part of their proposal package. Work plans and corresponding service rates will be evaluated and scored on an individual basis in conjunction with all other RFP requirements. DMH intends to award contracts on the basis of the highest scoring work plans, contingent upon the Proposer and their complete proposal package meeting all other RFP requirements. The method by which proposals will be evaluated and scored is discussed in detail in Section J, Evaluation Process, on page 24. Due to the diverse needs of the counties receiving services and that the services will be provided in varied locations across the state, multiple contracts may be awarded in each training/technical assistance subject area.

The Proposers who are awarded contracts agree to provide all necessary labor and materials to provide services in the time and manner prescribed by the state level DMH/DOR Cooperative Unit. Training and technical assistance services are typically provided to local CMH/DOR cooperative programs and their community partners as needs are identified. Therefore, there is

no guarantee on the number of service days that may be provided in a given fiscal year. The Proposers who are awarded contracts will be paid for services provided, on an as needed basis, at the all-inclusive daily rate specified by the Proposer in Attachment 6b, "Cost Proposal & Cost Proposal Narrative".

The 12 training and/or technical assistance topics are as follows:

**1. Building System/Community/Individual Capacity for Employment**

The contractor will provide training and/or technical assistance focused on developing the skills and resources necessary for supporting healthy working relationships between clients, people engaged in support of clients, and the development of natural community support systems. Emphasis should be placed on promoting the importance of client self-determination and participation in the decision-making process for vocational rehabilitation planning. When developing a work plan in response to this subject, the Proposer should use the following areas as a guideline:

- i. Recovery: What is it? How to measure it? How to foster it?
  - a. Building management level commitment and support of staff and clients involved in the employment process.
  - b. Designing ongoing successful structures for client /peer groups.
  - c. Addressing resiliency: What is it? How to measure it? How to promote it?
  - d. Addressing homelessness: How to work towards employment given the culture of homelessness.
  - e. Addressing strategies for overcoming staff resistance to hiring clients.
- ii. Understanding and demonstrating techniques that identify the specific skills and strengths of persons seeking employment.
  - a. Identifying and addressing "soft skills" issues that could impact employment success such as: accountability, team player attitude, time management, and other general employer expectations.
  - b. Identifying and utilizing individualized natural supports before, during and after the employment service process.
- iii. Assessing and building partnerships between agencies to maximize resources: referrals support, funding, etc.
  - a. Other funding opportunities for training: grant writing and research
  - b. Management and clinician's roles in supporting employment: integrating case management with employment supports.
  - c. Development of a referral process that will maximize employment successes.
  - d. Transportation needs: destination training, using public transportation, identifying bus routes.
  - e. CalWorks Programs.
  - f. Identification and utilization of a point person to assist clients in navigating through multiple systems.
- iv. Building strong community collaborative relationships
  - a. Methods for identifying, engaging, and utilizing broad-based community resources to help support and increase employment opportunities and successful outcomes.
  - b. Identifying and working with sources of stigma and cultural differences.
  - c. Identifying appropriate local resources and facilitating collaboration.

- d. Developing local employment advisory boards consisting of community partners, such as service organizations, One Stops, schools, etc..
- e. Definition of terms/acronyms to promote common understanding of terminology among collaborative partners. Understanding of the common goal (successful employment) and each partner's respective role in the process.
- f. Discussion of different definitions of successful employment among various employment programs (DOR, AB2034, MHSA, SAMHSA, CalWorks).
- g. Mapping out community resources to ensure common knowledge and utilization.

## **2. From Vision to Transformation – Management Level Trainings and Organizational Building**

The contractor will provide a specialized two-day (2-day) on-site training experience for management level staff in which community employment partners will fully participate in the operational activities, philosophy, and structures of a recovery/employment focused program. When developing a work plan in response to this subject, the Proposer must address, at a minimum, the following areas:

- i. Content of 2-day on-site training experience for management level staff from partner agencies.
- ii. Values and principles of recovery as they relate to employment outcomes for persons with severe psychiatric disabilities.
- iii. Management's role in developing and fostering an overall program/system wide culture that supports the employment goals of clients.
- iv. Identification of sources of stigma within our own systems, and methods to move beyond this internal system stigma.
- v. Discussing management/staff fears about the employment of clients within the system and how to address these issues with staff.
- vi. Addressing client /family fears about employment, including loss of benefits and fear of relapse.
- vii. Supporting client employment efforts: initial and ongoing

**When developing a cost proposal in response to this subject area, do not factor in participant travel expenses such as transportation, lodging, and/or per diem.**

## **3. Shifting to the Recovery Culture: Program/Line Staff Level Trainings and Cooperative Team Building**

The contractor will provide a specialized 2-day on-site training experience for cooperative program staff in which community employment partners will fully participate in the operational activities, philosophy, and structures of a recovery/employment focused program. When developing a work plan in response to this subject, the Proposer must address, at a minimum, the following areas:

- i. Content of a 2-day on-site training experience for cooperative program staff.

- ii. The values and principles of recovery as they relate to employment outcomes for persons with severe psychiatric disabilities.
- iii. Developing and fostering an overall program/system wide culture that supports the employment goals of clients to include:
  - a. The philosophy that “employment is everybody’s business” and that all aspects of the organization can contribute to the support of employment.
  - b. Partnering employment staff, case management staff and psychiatrists to provide a team approach to advance and support the employment goals of clients.
  - c. The value of emphasizing the support of wellness strategies in support of successful employment.
- iv. Mentoring as an integral component of employment supports.
- v. Self-esteem building as an integral component of employment supports.
- vi. Other internal and external employment resources for clients.

**When developing a cost proposal in response to this subject area, do not factor in participant travel expenses such as transportation, lodging, and/or per diem.**

#### **4. How to Engage the Employment/Business Community**

The contractor will provide training and/or technical assistance on developing the strategies and support systems for locating and accessing viable employment opportunities, helping clients prepare for the world of work, and assuring employment retention services are in place where and when needed.

When developing a work plan in response to this subject, the Proposer should address the specialized service needs of persons with multiple employment issues in addition to a psychiatric disability such as: substance abuse, communication barriers, felony history, learning disability, additional physical disabilities, etc. At a minimum, the Proposer should focus on the following areas:

- i. Discussing career development and job placement to include an understanding of how to access local labor market research and trends.
  - a. Analyzing the work environment and job duties
  - b. Job matching, restructuring and creation techniques
  - c. Job preparedness plans: looking for jobs, resume writing, how to interview, how to dress.
  - d. How to get hired in corporate America.
  - e. How to maintain relationships with employers when employees are unsuccessful in a position.
  - f. How do we identify the best-qualified job developer: what do we screen for?
  - g. Matching client employment goals with real jobs in the local labor market.
- ii. Addressing the concept of work, to include the range of employment options
  - a. Part-time versus full-time employment and client informed choice.
  - b. Definition of competitive employment and discussion of the range of other options that can lead to that ultimate goal.

- c. Temporary work situations as a stepping stone to competitive employment
    - 1) Volunteer placements.
      - Volunteer placement resources in the community: Locating agencies/programs that provide volunteer opportunities
      - Federal requirements: United States Department of Labor.
    - 2) External situational assessment or work adjustment services, and how these vocational rehabilitation (VR) services can be stepping-stones to competitive employment.
    - 3) Developing an assessment tool to evaluate the performance in volunteer or other temporary positions.
    - 4) Creating a temporary labor business that provides day labor to clients not yet interested in more permanent employment.
  - d. On the job training opportunities.
  - e. Tools for educating the future employee regarding benefits.
  - f. Transition Age Youth.
  - g. Creative job development.
  - h. Medication issues as they affect employment.
- iii. Identifying and developing partnerships with all community partners.
    - a. Networking with local public and private employment resources.
    - b. Connecting to employment networks already operating in the community.
- iv. Supporting client employment efforts.
    - a. Building balanced support systems for clients on and off the job.
    - b. The roles of a job developer and job coach.
    - c. Employment supports on and off the job.
    - d. Creating work opportunities within organizations: peer support programs that employ clients.
    - e. The clinician's role in supporting employment: integrating case management with employment supports.
    - f. Transportation needs: destination training, using public transportation, identifying bus routes.
    - g. Making the shift from high school, GED, or college to employment: "leaving Mental Illness at the door."
    - h. Discussing disclosure issues: who, what, when, why, and how.
- v. Working with Employers.
    - a. Education and outreach to employers and clients (i.e. Work Opportunity Tax Credit, stigma, etc.).
    - b. Employer resources available through a referring agency/center.
    - c. Employer and employee resources available regarding Americans with Disabilities Act (ADA) and work accommodations.
    - d. Creating partnerships with businesses.
    - e. Finding out what employers need: researching the business.
    - f. Utilizing business language to assist job developers and other staff looking for employment opportunities for clients.
    - g. Facilitating communication with employers about fears, benefits and general experiences with people with disabilities

- vi. Special Populations, such as:
  - a. Felony convictions:
    - 1) Discussion of how to expunge records.
    - 2) What's next if the client is not eligible for expungement?
    - 3) Appropriate vocational goals when working with felons.
    - 4) Resources on finding conviction records from other cities or states.
    - 5) Preparing for a background check
    - 6) Policy changes that disallow employers to ask about felony convictions for non-sensitive jobs.
  - b. Asperger's Syndrome/Autism as they relate to vocational planning.

## **5. Utilization of Mainstream Educational Resources in the Design of Your Program**

The contractor will provide training and/or technical assistance on building collaborations with local educational programs to establish best practices in using mainstream educational resources as part of clients' employment goals. When developing a work plan in response to this subject, the Proposer should address, at a minimum, the following areas:

- i. Identifying appropriate local resources for students of all ages
  - a. Community Colleges: what do they have to offer?
  - b. Regional Occupational Programs (ROP) and Adult Education: where do they fit in?
  - c. English as a Second Language, GED, basic skills, vocational training programs, trade schools.
  - d. Apprenticeships, Internships, Mentorship models checklist.
  - e. Local peer support and peer advocate training opportunities.
  - f. Career centers: collaborating with other programs.
  - g. Working with special education departments at colleges.
  - h. One Stop Centers.
  - i. Transition Partnership Programs and Workability Cooperative Programs available through DOR.
  - j. Psychosocial Rehabilitation training.
  - k. Workforce Investment Act (WIA) and Workforce Investment Boards (WIBs)
- ii. Making the shift from high school, GED or college to employment: "leaving Mental Illness at the door."
- iii. Supported education and educational outcomes that lead to employment.
- iv. Overview of rehabilitation principles and practices relevant to learning and education.
- v. Theoretical framework, concepts and models of supported education.
- vi. Practical techniques for developing educational opportunities to support employment outcomes.
- vii. Working with colleges and their mental health communities to assess and develop programs to meet individualized needs of their partners.
  - a. Establishing the community connection.
  - b. Identifying common challenges and opportunities.
  - c. Discussing characteristics of project curriculum.
  - d. Developing instructional delivery skills.



- viii. Developing a curriculum utilizing local educational resources to address local human services workforce needs.

## **6. Benefits Planning**

The contractor will provide training and technical assistance on information regarding Federal as well as California's benefit programs and work incentives as they pertain to individuals with psychiatric disabilities. When developing a work plan in response to this subject, the Proposer should address, at a minimum, the following areas:

- i. Understanding the unique cultural perspectives of CalWorks and Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) recipients.
- ii. Systems Overview
  - a. Difference between SSI and SSDI.
  - b. Difference between Medi-Cal, Medicare and updated information on each system.
  - c. Working with local Social Security Administration (SSA): creating partnerships.
  - d. Keeping Medi-Cal/Medicare benefits while working (250% program).
  - e. Individual Development Accounts (IDAs).
  - f. Explanation of a reduction in benefits and working steadily; focusing with the client on the advantages of work.
  - g. Specific benefits issues related to Transition Age Youth.
  - h. Housing (Section 8), Veteran's Administration (VA) and other related programs as they pertain to employment.
  - i. "Easy back-on" provision (also referred as the expedited benefit reinstatement provision under the Ticket to Work/Work Incentives Act administered by SSA).
  - j. Work incentives, including the Ticket-to-Work program.
  - k. Plan for Achieving Self Support (PASS) program/Impairment Related Work Expenses (IRWE).
  - l. Identifying local resources: Benefits Planning and Outreach (BPAO), SSA, local experts, etc.
  - m. CalWorks: Understanding the Culture of Public Assistance and Employment.
    - 1) Basic information on the welfare system.
    - 2) Understanding of clients on welfare.
    - 3) What are the regulations?
    - 4) Describing the services: what is available and who qualifies?
    - 5) Time limits and work requirements.
    - 6) Return to work program.
- iii. Creating an Individualized Toolbox.
  - a. Wage reporting.
  - b. Applying for social security benefits.
  - c. Understanding overpayments.
  - d. Fears of benefit reduction.
  - e. Identifying and developing benefits management tools and resources.
  - f. Identifying and developing an understanding of the impact of employment on various benefits programs.

## **7. Connecting Employment with Recovery**

The contractor will provide training and/or technical assistance on the effects of psychiatric and other medications, substance use and abuse and how they can affect a person in employment situations.

When developing a work plan in response to this subject, the Proposer should address illness management strategies to support educational, employment and job retention goals. The Proposer should include, at a minimum, the following areas:

- i. Recovery: What is it? How to measure it? How to foster it?
  - a. Resiliency: What is it? How to measure it? How to promote it?
  - b. Brief overview of the Wellness Recovery Action Plan (WRAP), by Mary Ellen Copeland, MS, MA, as a tool to support client's educational and employment goals.
- ii. Addressing client participation and choice in illness management, including medication and proactive self-help techniques, such as behavioral tailoring and relapse prevention, and the critical role of illness management in recovery from mental illness.
  - a. The importance of work.
  - b. Support groups, peer counseling.
  - c. How to get more involved in supporting a client's goals.
  - d. Benefits of working: place in society, meeting friends, increased self-esteem, etc.
  - e. Issue of homelessness: working towards employment given the culture of homelessness.
  - f. Disclosure of Mental Illness: who, what, when, where, and how?
  - g. Discussion of the approach of "medication collaboration" and consumer involvement in their own wellness.
- iii. Address the factors of medication and illegal substance use that could potentially impact employment, incorporating illness management strategies and supports that promote success.
  - a. Brief overview of Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnoses and their impact on recovery.
  - b. Current and emerging psychiatric medications to include proper monitoring, effects and side effects, and potential abuse.
  - c. Dual diagnosis (Mental Illness and Substance Abuse): definitions and implications.
  - d. Illegal substance use and alcohol abuse to include an understanding of the effects, side effects, and interplay with psychiatric medications, and research regarding factors correlated with substance abuse disorders.
  - e. How to help when the client maintains employment through relapse.
  - f. Medication management by client and physician: discussion of dosage and time frame; how to balance work and taking medication.
  - g. Dealing with disclosure issues.
  - h. Retention strategies.
  - i. Relapse reduction after settling into work environment.
  - j. The clinician's role in supporting employment: integrating case management with employment supports and developing natural supports.
  - k. Identifying and understanding the array of issues linking medication to employment to include workplace factors that impact medications, employer inquiries, and reasonable accommodations.

- iv. Address the development of linkages between mental health, DOR, vocational service providers, and substance abuse professionals to promote interagency collaborative activities that focus on maximizing use of available resources from all systems in support of employment.
  - a. Cross training on co-occurring disorders.
  - b. How to deal with difficult, demanding and unrealistic behaviors.
  - c. Reasonable accommodations.
  - d. Identifying and understanding the service systems and treatment approaches that respond to the day to day needs of clients with co-occurring psychiatric and substance abuse disorders, their families, and significant others.
  - e. Proactive collaborative approach for job retention through case management and medication management, as well as peer-based illness self-management programs.
  - f. Identifying appropriate local resources and facilitating collaboration.

#### **8. The Client 's Perspective – Supporting Educational and Employment Goals**

The DMH/DOR Cooperative Program is seeking individuals, with experience using mental health services, who can present, speak and/or provide training and technical assistance to support community employment for clients in the areas described below. It is recognized that presentation or speaking engagements may be proposed in less than full day formats (less than 6 hours of actual service). Therefore, it is advised that the proposed all-inclusive daily rate shall be adjusted to accommodate the actual length of service. When developing a work plan in response to this subject, the Proposer should address one or more of the following areas:

- i. System change: changing the culture toward the systemic preparation and proactive support of clients' educational and employment goals.
  - a. Stigma.
  - b. Defining and addressing role changes, such as client to colleague.
  - c. Supported education and educational outcomes that lead to employment.
  - d. Challenges for future employees and employers.
  - e. Working with your local DOR office to assist in educational and employment goals.
  - f. Developing a broad range of employment opportunities within the community.
  - g. Training of local management to support educational and employment goals of clients.
  - h. Advocacy opportunities.
  - i. Support groups, peer counseling, natural supports
  - j. Boundaries in the workplace, including issues of disclosure.
  - k. Receiving services from your employer.
  - l. Making the shift from high school, GED or college to employment: "leaving Mental Illness at the door."
  - m. Strategies for overcoming staff resistance to hiring clients.
- ii. Recovery and wellness strategies that support clients' educational and employment goals such as Wellness and Recovery Action Plans (WRAP).
  - a. Providing individualized life planning.
  - b. Self-esteem.
  - c. Advocacy opportunities.
  - d. Life planning (education, employment, transportation, independent living skills, financial planning, recreation and leisure).
  - e. Planning beyond today.

- f. Receiving services from your employer.
- g. Disclosure exploration and strategies for reasonable accommodations at school and work.
- h. Utilizing resources in the community.
- i. Creating hope: how to help people dream again.
- j. How employment is part of recovery.

## **9. System/Program Assessment, Planning and Development**

The contractor will provide technical assistance in assessing systems and programs based upon their comprehensive knowledge of county mental health systems, Department of Rehabilitation, the Mental Health Services Act (MHSA), and current trends within the mental health, vocational rehabilitation, and employment fields.

When preparing a work plan in response to this subject, the Proposer must discuss their approach or methodology for assessment, planning and development as it relates to the areas identified below. The Proposer should cite specific tools, resources, and examples to support their plan. The Proposer should also explain how they would report their findings and recommendations to the local partners as well as the statewide DMH/DOR cooperative program. At a minimum, the Proposer can expect to provide assessment/planning in the following areas:

- i. Assessing current interagency collaborations and partnerships as they relate to their common goals, especially surrounding the employment of mutual clients.
- ii. Identifying program/system strengths and areas for growth in the implementation of the recovery model, to include employment.
- iii. Planning for improvements to the existing system.
- iv. The special needs and resource issues of rural communities.
- v. County Mental Health vs. Department of Rehabilitation cultures, philosophies, expectations.
- vi. Resources for improving the successful employment outcomes of clients receiving services.
- vii. Tools/resources to develop local employment and other outcome tracking for program development.
- viii. Development of a collaborative process: how the puzzle fits together for successful employment outcomes for mutual clients.

## **10. Transition Age Youth (TAY)**

The contractor will provide training and/or technical assistance focused on the Transition Age Youth (TAY) population and bridging the gap between the youth and adult systems. When developing a work plan in response to this subject, emphasis should be placed upon the following areas:

- i. Identifying and utilizing community resources.
  - a. Identifying TAY programs.
  - b. Providing education to school staff about Mental Illness and ways to provide help to their students.
  - c. Providing education to Mental Health staff about school programs and ways to provide help to their students.
  - d. Development of a collaborative relationship between Mental Health, DOR, and the schools.
  - e. Education resources for TAY in the community.
  - f. Utilizing Transition Partnership Projects (TPP), Workability Programs for pre-employment skills, job experiences, job training and job development and placement assistance.
  - g. Knowledge of and access to community resources and agency support systems.
  - h. Resources: where to refer clients with learning disabilities for additional help.
  - i. Building the bridge between TAY and Adult Systems – Mental Health, Education, DOR.
- ii. Addressing the gap in supports for TAY/Young Adults and creating age specific supports.
  - a. Addressing different definitions of TAY.
  - b. Addressing the different diagnostic criteria.
  - c. Realistic short term and long term goals.
  - d. Outreaching to youth who are ready to work.
  - e. Setting up peer support groups for youth.
  - f. Work experiences, on the job training (OJT), and support systems.
  - g. Working while in school: special SSI benefits for youth attending school.
  - h. Supporting both education and employment needs simultaneously.
  - i. Peer education, stigma, and disclosure issues.
  - j. Substance abuse issues.
  - k. Probation issues.
  - l. Career vocational assessment.
  - m. Assessment and disclosure of learning disabilities.
  - n. Appropriate accommodations on the job.
  - o. The importance of collaborating with community college districts.
  - p. Tools to assist in addressing the gaps.
- iii. Life planning (education, employment, transportation, independent living skills, financial planning, recreation and leisure).
  - a. Building self esteem.
  - b. Vocational training and employment preparation.
  - c. Career planning using job stepping stones.
  - d. Building a work ethic.
  - e. Family/parent involvement.
  - f. Dealing with unrealistic expectations.
  - g. Benefits planning.
  - h. Motivation.
  - i. Transportation needs: destination training, using public transportation, identifying bus routes, troubleshooting community mobility challenges.
  - j. Identifying gifts and skills as part of the vocational planning process.
- iv. Issues for clients who have both Mental Illness and other special needs.

- a. Families in cultural transition.
- b. Illiteracy and its impact in the workplace.
- c. Asperger's Syndrome/Autism as they relate to vocational planning.
- d. Working with your local Regional Center as a resource.
- e. Traumatic Brain Injury as it relates to vocational planning.

#### **11. Job Retention for Clients in Employment**

The contractor will provide training and/or technical assistance as it relates to the retention of employment for clients with psychiatric disabilities. When developing a work plan in response to this subject, emphasis should be placed upon the following areas:

- i. Types of Support to include, but not limited to:
  - a. Identifying and developing supports necessary to assure job retention.
  - b. Extended job coaching beyond DOR using formal and natural supports.
    - 1) Funding of ongoing formal job coaching.
  - c. On the job support.
    - 1) Learning job tasks.
    - 2) Setting up work organization.
    - 3) Setting up reminders to complete tasks.
    - 4) Appropriate interactions with co-workers and supervisors, and how to deal with conflict.
    - 5) Asking for reasonable accommodations.
    - 6) Assistance with integration in the workplace.
  - d. Off the job support.
    - 1) Working with family and/or significant others.
    - 2) Working with other professionals involved.
    - 3) Transportation issues.
    - 4) Assistance with public agencies.
  - e. Development of on-site support systems.
    - 1) Co-workers.
    - 2) Supervisor.
  - f. Development of off-site support systems.
    - 1) Family.
    - 2) Board and care.
    - 3) Case manager, therapist, and/or psychiatrist.
    - 4) Assuring everyone is supporting employment.
    - 5) Peer supports.
  - g. Fading out of support.
    - 1) Determination of when to fade and how much.
    - 2) Client/employer dependency issues.
  - h. Ongoing support.
    - 1) Determination of need for ongoing support.
    - 2) Transition to natural supports.
    - 3) Transition to other support systems.
    - 4) How the mental health system can provide ongoing vocational supports as part of their regular mental health services.
- ii. Functional role of a job coach to include areas such as:
  - a. Key role of the job coach within the employment team.

- b. Working closely with the job developer, case coordinator, DOR counselor, client and employer.
  - c. Individualized support to meet client and employer needs.
  - d. Understanding of business community expectations.
  - e. Availability of the job coach to employee such as having a flexible work schedule; not necessarily 8-5pm, Monday through Friday.
  - f. Transportation needs: destination training, using public transportation, identifying bus routes, troubleshooting community mobility challenges
  - g. Development of a relationship with client's employer and Mental Health/DOR staff.
  - h. Discussion of disclosure issues, and helping client to determine whether or not it is in their best interest to disclose.
  - i. Successful strategies to provide on or off site support that honor client choice and support job success.
    - 1) Dealing with situations where client needs on the job supports but chooses not to disclose.
  - j. Dealing with co-worker questions about job coach.
  - k. Reporting of client progress.
    - 1) What to report?
    - 2) Who to report to?
    - 3) How often to report?
    - 4) Examples of reporting forms.
  - l. Problems on the job: when to bring in the DOR Counselor, Mental Health Case Manager, Psychiatrist, job developer, or others?
  - m. Discussion of job coach decisions regarding referral of clients for additional assistance.
- iii. Identifying the role of a job coach within the program
- a. Recruitment of the job coach: what skill sets to look for?
  - b. Identifying the role of mental health staff/system in relation to job coaching.
  - c. Agreement and understanding of role of job coach.
  - d. Extended job coaching beyond DOR.

## **12. Developing and Implementing Technical Assistance and Customized Training**

In conjunction with DMH/DOR cooperative program staff, the contractor will provide technical expertise for local and/or regional collaborative partners in the development of customized training or technical assistance. The contractor will work with state and local partners which may include the activities detailed below. When developing a work plan in response to this subject, the Proposer will outline techniques and approaches to address the following activities:

- i. Working with DMH/DOR training coordinators to develop, implement, facilitate, and evaluate a local community training series.
- ii. Evaluating training outcomes for follow-up and additional training needs.
- iii. Assisting in developing community/employer partnerships and events which focus on the employment of persons with disabilities.

### **C) Contract Term**

The term of the contracts resulting from this RFP will be from July 1, 2006 to June 30, 2009. The term of the contracts may change if DMH makes an award earlier than expected or if DMH cannot execute the contract in a timely manner due to unforeseen delays.

DMH may modify the terms of the contracts, during the term of the contracts, via a written amendment.

The contracts resulting from this RFP shall be of no force or effect until they are signed by both parties (DMH and contractor) and approved by the California Department of General Services (DGS). The Proposers awarded a contract are advised not to commence performance until a contract award has been made, all approvals have been obtained, and the awarded contract has been fully executed. Should performance commence before all approvals are obtained, services will be considered to have been volunteered.

### **D) Proposer Minimum Qualifications**

All Key Personnel ("Key Personnel" is defined as individuals who will have responsibility for the delivery of services outlined in Section B, Scope of Work) must meet the following minimum qualifications:

1. Subject matter expertise specific to the training and/or technical assistance topic(s) identified in the proposal.
2. Demonstration of ability to provide training and/or technical assistance in the subject area(s) identified in the proposal.
3. Demonstration of ability to deliver training and/or technical assistance to a diverse audience with varied needs. Diverse and varied needs include:
  - a. The varied needs of different geographical regions throughout the state and the regional characteristics that determine mental health and vocational rehabilitation service delivery.
  - b. Individuals from different cultural, ethnic and socioeconomic backgrounds.
  - c. The interests of clients, families and respective advocacy groups.
  - d. The interests of administrative and program staff from mental health, Department of Rehabilitation, and private non-profit vocational rehabilitation service agencies
  - e. Other interested persons or constituency groups who support and value the provision of employment, education, and independent living opportunities for individuals with severe psychiatric disabilities.



### E) Key Action Dates

This schedule is contingent upon a number of factors including the availability of funds. Should any significant date be modified, Proposers will be notified by DMH via an addendum to this RFP to be posted on the California State Contracts Register (CSCR) accessible via the internet at <https://www.cscr.dgs.ca.gov/cscr/>.

EVENT	DATE
RFP available to prospective Proposers	3/30/2006
Written Questions/Inquiries due to DMH	4/10/2006 5:00 p.m.
Date written responses, if any, to be sent to Proposers	4/13/2006
Proposal Submission Deadline: Proposal must be received <u>no later than 3:00 pm</u> . Late Proposals will not be accepted for any reason.	4/27/2006 3:00 pm
Notice of Intent to Award will be posted	5/22/2006
Final Date to File a Protest	5/30/2006
Proposed Contract Start Date	7/01/2006
Proposed Contract End Date	6/30/2009

### F) Proposer Questions

A Proposer should notify DMH immediately if he/she needs clarification about the services being sought or has questions about the RFP instructions or requirements. Inquiries shall be put in writing and transmitted to DMH. At its discretion, DMH reserves the right to contact a Proposer to seek clarification of any inquiry received. If a Proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the Proposer submits a proposal at his/her own risk.

An inquiry submitted to DMH shall include the following:

1. The name of the organization submitting the question.
2. The name of a contact person along with a mailing address, telephone number and e-mail address.
3. A detailed description of the subject or issue in question or discrepancy found.
4. RFP section, page number or other information useful in identifying the specific problem or issue in question.
5. The remedy sought, if applicable.

Written inquiries about this RFP must be received by DMH no later than 5:00 p.m. on April 10, 2006.

Questions/inquiries shall be submitted through U.S. mail, by facsimile or hand-delivered to:

Stacie Kincaid  
Department of Mental Health  
Bateson Building  
1600 9<sup>th</sup> Street, Room 150  
Sacramento, CA 95814  
Phone: (916) 657-2338  
Fax: (916) 654-2440

A Proposer transmitting a question by facsimile is responsible for confirming the receipt of the faxed questions by the stated deadline. DMH internal processing of U.S. mail may add up to 24 hours to the delivery time. If questions are mailed, the Proposer should consider using certified, registered or express mail. Request a return receipt confirming delivery date and time of delivery. If a question is hand-delivered, allow sufficient time to locate parking and allow for sign-in at the Bateson Building security desk.

Any questions which, in the judgment of the Contracts Office, materially alter the RFP requirements will be answered in writing by the date noted in Section E, "Key Action Dates" on page 17. The questions and answers will be posted on the DMH website at <http://www.dmh.ca.gov/> under the section title "What's New". The questions and answers will also be sent to all parties who downloaded a proposal package from the CSCR and entered a mailing address or email address. The questions and answers will be sent via email if an email address is provided or to a mailing address if an email address is not provided.

Please note that spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on DMH unless later confirmed in writing. Further, no inference shall be drawn from any question DMH does not respond to in writing.

## **G) RFP Response Requirements**

Proposals shall provide straightforward and concise descriptions of the Proposer's work plan to satisfy the requirements of this RFP. The proposal shall be complete and accurate. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal. DMH will determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.

### **1. Complete Proposal Package**

The following specifies the organization and content of a complete proposal package. A responsive proposal will contain the following completed attachments:

Attachment 1: Required Attachment Check List (RFP page 31)

Attachment 2: Proposal/Proposer Certification Sheet (RFP page 32)

Attachment 3: Proposal Cover Page (RFP page 34)

Attachment 4: Statement of Qualifications for Key Personnel (RFP page 35)

Attachment 5: Resume(s) for Key Personnel (RFP page 36)

Attachment 6a: Work Plan (discussed below in Item G.2)

Attachment 6b: Cost Proposal & Cost Proposal Narrative (discussed below in Item G.3)

Attachment 7: References for Key Personnel (RFP page 40)

Attachment 8: Small Business Form (RFP page 41)

## **2. Work Plan Requirements (Attachment 6a)**

The Work Plan is written by the Proposer, describing for DMH how he/she will provide training and/or technical assistance in one or more of the subject areas outlined in Section B, Scope of Work. Proposers shall submit one (1) work plan for each subject area they choose to respond to. Proposers are relied on to recommend methods and/or approaches that will meet the needs outlined by DMH in the Scope of Work. A work plan cannot exceed fifteen (15) double-spaced typewritten pages.

The Work Plan shall include:

- A) Overview:
  - 1) Identification of the training and/or technical assistance topic from the Scope of Work, RFP Section B.
  - 2) A brief, overall description of the techniques, approaches and methods to be used in performing the services. (A detailed description shall be provided in the narrative portion of the work plan, as addressed in item G.2.C, page 20.)
- B) Agency Capabilities, Knowledge and Experience: Proposer shall describe his/her general background and expertise with an emphasis on the details of work experience that qualify the Proposer to undertake this project. Emphasis should be given to experience based on work within the last five (5) years. Proposer shall give particular emphasis to the areas itemized in the Minimum Qualifications, Section D of this RFP, also described below. In addition to this description, the Statement of Qualifications, Resumes and References for Key Personnel (Attachments 4, 5 & 7) will be used to evaluate this component.
  - 1) Description of the subject matter expertise of key personnel specific to the training and/or technical assistance topic identified in the proposal.
  - 2) Demonstration of ability to provide training and/or technical assistance in the subject area(s) identified in the proposal.
  - 3) Demonstration of ability to deliver training and/or technical assistance to a diverse audience with varied needs. Diverse and varied needs include:

- i. The varied needs of different geographical regions throughout the state and the regional characteristics that determine mental health and vocational rehabilitation service delivery.
  - ii. Individuals from different cultural, ethnic and socioeconomic backgrounds.
  - iii. The interests of clients, families and respective advocacy groups.
  - iv. The interests of administrative and program staff from mental health, Department of Rehabilitation, and private non-profit vocational rehabilitation service agencies
  - v. Other interested persons or constituency groups who support and value the provision of employment, education, and independent living opportunities for individuals with severe psychiatric disabilities.
- C) Narrative: In this section, the Proposer shall detail how they will provide the training and/or technical assistance in the identified topic area for each year of the contract. The information provided for each activity shall include the following items:
- 1) A description of the major tasks/actions necessary for completion of each of the activities identified under the training topic description in RFP Section B, Scope of Work.
  - 2) A description of how the Proposer will assure the presentations will be interactive and utilize various presentation styles such as lecture, group discussions, breakout groups, skill practice sessions, guest expert speakers, and audio-visual presentations.
  - 3) A projected training outline including topics to be covered, interactive techniques, times allotted for various presentations, start and end times, and breaks.
  - 4) Subcontractors: If subcontractors are contemplated, Proposer shall identify those persons or firms, the anticipated portions and monetary percentages of the work to be done by the subcontractors, how they will be selected and why, resumes and other documentation that each major subcontract participant meets the Minimum Qualifications, and a description of how the subcontracted work will be controlled, monitored and evaluated.

### **3. Cost Proposal & Cost Proposal Narrative Requirements (Attachment 6b)**

The Cost Proposal consists of the Proposer's all-inclusive daily service rate and the breakdown of costs that were used as factors in determining the all-inclusive daily rate. For purposes of this RFP, "all-inclusive daily rate" must consider and include all costs related to the delivery of services such as: preparation and consultant time, travel expenses, per diem, reproduction and provision of training/technical assistance materials, employee and support time expenses, reasonable accommodations (specific to the contractor and subcontractors), and all other potential costs related to carrying out the terms of the contract. Do not include travel or reasonable accommodation expenses that may be needed by participants.

Using the cost table in Attachment 6b, page 38, the Proposer shall prepare detailed cost displays to establish an all-inclusive daily rate. This rate can be later pro-rated for services provided in a less than full day format.

To streamline the factors among all potential Proposers, the following standard assumptions shall be used to determine an all-inclusive daily rate:

- A) 1 day = 6 hours of service (this is actual service time and does not include breaks or travel time)
- B) Services may be provided in any California county. For purposes of this RFP, assume travel to the following counties: Sacramento, Los Angeles, Santa Clara, and Humboldt.
- C) The number of participants for each training and/or technical assistance event can vary greatly depending on the nature of the service, the county (urban vs. rural), and the venue where services will be performed. For purposes of this RFP, assume an average number of 50 participants. If the nature of the service and proposed work plan warrants a lower/higher number of participants, the Proposer must identify that number and the rationale.

The breakdown of costs used to determine the all-inclusive daily rate must include the following (as displayed in the cost table which is a component of the Cost Proposal & Cost Proposal Narrative, Attachment 6b):

- A) Personnel
- B) Training materials
- C) Travel  
Note: The Proposer shall base travel (airline, hotel, per diem, rental car, mileage) expenses on the rates specified by the Department of Personnel Administration (DPA) for non-represented employees beginning from point of origin to assigned destination. The Proposer who is awarded a contract will not be reimbursed for travel time. The current DPA guidelines can be found on the Internet at: <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>.

### **Cost Proposal Narrative**

The Proposer shall provide a brief description identifying what is included in the breakdown of costs displayed in the cost table, Attachment 6b.

## **H) Submission of Proposal/Format Requirements**

1. The proposal shall be typewritten on white bond paper using 12-point font to the extent possible. Margins shall be at least one-half inch on all four sides. Paper size shall be standard letter, 8 ½ by 11 inches, and pages should be single-side copied. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.

2. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.
3. All proposals shall include the documents identified in Required Attachments Checklist on page 31. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
4. Before submitting a response to this RFP, Proposers should review the proposal, correct all errors and confirm compliance with the RFP requirements.
5. DMH does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable (see Sample Standard Agreement, Attachment 9).
6. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DMH may reject any or all proposals and may waive an immaterial deviation in a proposal. DMH's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
7. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
8. All proposals must be submitted under sealed cover and sent to DMH by the date and time shown in the Key Action Dates, RFP Section E, page 17. Proposals received after this date and time will not be considered.
9. One (1) original proposal plus a minimum of six (6) paper copies of the proposal must be submitted to DMH.
10. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
11. One additional copy of the proposal on CD-ROM must be submitted to DMH.
12. Proposals shall be mailed or delivered to the following address (same address for U.S. Postal Service deliveries and for Hand deliveries including UPS, Express Mail, Federal Express, etc.):

Department of Mental Health  
1600 9<sup>th</sup> Street, Room 150  
Sacramento, California 95814  
Attention: Stacie Kincaid, Contracts Unit

13. A Proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates, RFP Section E, page 17. Proposal modifications offered in any other manner, oral or written, will not be considered.
  14. A Proposer may withdraw its proposal, without cause, before the proposal submission deadline by submitting a written withdrawal request to DMH. The withdrawal request must be signed by the Proposer or an authorized agent in accordance with Item 7 above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- After the proposal submission deadline, proposals may not be withdrawn.
15. DMH may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum, which will be posted on the CSCR. The addendum will also be sent to all parties who downloaded a proposal package from the CSCR and entered a mailing address or email address. The questions and answers will be sent via email if an email address is provided, or to a mailing address if an email address is not provided.
  16. DMH reserves the right to reject all proposals. DMH is not required to award an agreement.
  17. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered in the same topic area. Individuals and associations are not prohibited from submitting proposals for more than one topic area.
  18. No oral understanding or agreement shall be binding on either party.

## **I) Preference Program**

**For the purposes of this RFP, all Proposers must submit a completed Small Business Form (Attachment 8).**

### Small or Micro Business Preference:

Proposers that are certified as a small business in California are encouraged to apply. A certified small business may claim a 5% cost preference when submitting a proposal on a state contract. An explanation of small business certification, and information on how to become certified as a small business, and other related information can be found on the Internet at <http://www.pd.dgs.ca.gov>.

### Non-Small Business Preference:

Revisions to Government Code Section 14838 (b) (1) (2) provide for a non-small business preference.

The preference to a non-small business Proposer that commits to small business or microbusiness subcontractor participation of twenty-five percent (25%) of its all-inclusive

daily rate shall be five percent (5%) of the highest responsive responsible Proposer's total score within each training/technical assistance category. A non-small business, which qualifies for this preference, may not take an award away from a certified small business. The small business regulations are located at 2 CCR 1896.

To be considered a valid small business in an applicable state contract bid competition, a complete certification application package must be received by the Office of Small Business and DVBE Certification (OSDC) no later than 5 p.m. on the proposal submission deadline date. The certification will be effective on the date the application is properly received and deemed complete by the OSDC. Incomplete application submittals will delay certification status and may result in the loss of the 5 percent preference eligibility. Applications are processed on a "first-in", "first-out" basis unless an expedite is requested. Expedite requests will be considered by the OSDC as follows: Proposer must be actively bidding on an upcoming State of California solicitation. The law allows certification applicants until 5 pm on the proposal submission deadline date to properly submit a complete certification application and all required support documents to the OSDC. However, the OSDC prefers to receive the written expedite request and complete certification application package a minimum of 5 working days prior to the proposal submission deadline date. Further information can be found on the Internet at <http://www.pd.dgs.ca.gov/smbus/expedite.htm>.

## **J) Evaluation Process**

A multiple stage evaluation process will be used to review and/or score proposals. DMH will reject any proposal that is found to be non-responsive at any stage of evaluation.

### **Stage 1- Required Attachment Checklist Review**

- 1) Shortly after the proposal submission deadline, DMH will review all eligible proposals (i.e., those proposals that are received in the time and manner prescribed in the RFP) to determine which proposals meet the Submission of Proposal/Format Requirements specified in section H of the RFP.
- 2) Those proposals that appear to meet the format requirements will pass the Stage 1 review and will be submitted to an Evaluation Panel for further consideration.

Those proposals that do not meet the format requirements will be deemed non-responsive and may be rejected from further consideration.

### **Stage 2- Work Plan Scoring**

**Work plans and corresponding Cost Proposals for each of the 12 training/ technical assistance subject areas will be evaluated independent of each other.**

- 1) With the exception of the all-inclusive daily rate specified in the Cost Proposal & Cost Proposal Narrative in Stage 3, the Evaluation Panel will individually and/or as a team review, evaluate and numerically score the technical components of the proposal (hereafter referred to as the "Work Plan") on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.



- 2) In assigning points for individual evaluation components, evaluators may consider issues including, but not limited to, the extent to which a proposal:
- Is lacking information, lacking depth or breadth, or lacking significant facts and/or details, and/or;
  - Is fully developed, comprehensive and has few, if any, weaknesses, defects or deficiencies, and;
  - Demonstrates that the Proposer understands DMH's needs, the services sought, and/or the contractor's responsibilities, and;
  - Illustrates the Proposer's capability to perform all services and meet all Scope of Work requirements, and;
  - Contributes to the achievement of DMH's goals and objectives if implemented, and;
  - Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods, creative or innovative business solutions, etc.).
- 3) Below are the point values for each work plan evaluation component that will be scored. An overall maximum of 70 possible points may be achieved in this stage and an overall minimum of 50 points must be achieved to be considered a responsive proposal. In addition, to be considered a responsive proposal, minimum points must be achieved for each work plan component as also reflected in the chart below. (A responsive proposal is one that meets or exceeds the requirements stated in this RFP.)

#### Work Plan Scoring

Work Plan Component	Point Value of Component	Minimum Point Value (must be achieved to pass Stage 2)
Overview	5	3
Agency Capabilities	15	10
Project Narrative I	50	37
<b>TOTAL Work plan</b>	<b>70</b>	<b>50</b>

The Evaluation Panel will use the following criteria to score each of the technical proposal components:

#### a) Overview

In the overview section of the work plan, to what extent has the Proposer:

Criteria	Present 1 point	Missing 0 points
Identified the training topic from the Scope of Work, RFP Section B		

Criteria	Good 4 points	Adequate 3 points	Marginal 2 points	Poor 1 point	Missing 0 points
Given an overall description of the techniques, approaches, and methods to be used in performing the services					
Maximum points possible: 5	TOTAL SCORE:				
Reviewer's Comments:					

### **b) Agency Capabilities, Knowledge, and Experience**

In the Agency Capabilities, Knowledge and Experience section of the work plan, the areas detailed below will be evaluated and scored. In addition to the work plan description responding to this requirement, the Statement of Qualifications, Resumes and References for Key Personnel (Attachments 4, 5 & 7) will be used to evaluate this component.

Criteria	Excellent 5 points	Good 4 points	Adequate 3 points	Marginal 2 points	Poor 1 point	Missing 0 points
Description of subject matter expertise of key personnel specific to the training/ technical assistance (TTA) topic						
Demonstration of ability to provide TTA in identified subject area						
Demonstration of ability to deliver TTA to a diverse audience						
Maximum Points Possible: 15      TOTAL SCORE :						
Reviewer Comments:						

### c) Project Narrative

In the Project Narrative section of the work plan, the following criteria will be considered:

Criteria	Excellent 25 points	Good 20 points	Adequate 15 points	Marginal 10 points	Poor 5 points	Missing 0 points
Description of the major tasks/actions necessary to complete the activities identified in the TTA topic						
Criteria	Excellent 15 points	Good 12 points	Adequate 9 points	Marginal 6 points	Poor 3 points	Missing 0 points
Description of how the TTA will be interactive and utilize various presentation styles.						
Criteria	Excellent 5 points	Good 4 points	Adequate 3 points	Marginal 2 points	Poor 1 point	Missing 0 points
Appropriateness of training agenda for the specific TTA topic area.						
Criteria	Excellent 5 points	Good 4 points	Adequate 3 points	Marginal 2 points	Poor 1 point	Missing 0 points
Cost effectiveness based on review of the Cost Proposal Narrative						
Maximum Points Possible: 50    TOTAL SCORE :						
Reviewer Comments:						

### **Stage 3- Evaluation of Cost Proposal**

**Work plans and corresponding Cost Proposals (Attachment 6b) for each of the 12 training/ technical assistance subject areas will be evaluated independent of each other.**

- 1) After the Technical Proposal scoring is complete, responsive proposals and corresponding work plans will be evaluated on the basis of cost. A maximum of 30 points may be awarded for the cost proposal.
- 2) The proposal work plan offering the lowest total cost in its training/technical assistance category earns the maximum of 30 points. The remaining work plans within each training/technical assistance category earn cost proposal points through a cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

$$\text{Lowest Cost Proposal} \div \text{Another Cost Proposal} \times 30 = \text{Cost Points Earned}$$

- 3) Example for Illustration Purposes:

Lowest cost earns 30 points.

$$\begin{aligned} &\$100,000 \text{ (lowest cost proposal)} \div \$125,000 \text{ (another cost proposal)} = 0.80 \\ &0.80 \times 30 \text{ points} = 24 \text{ points (total cost proposal points of another Proposer)} \end{aligned}$$

### **Stage 4- Combining Technical Proposal and Cost Proposal Scores**

DMH will combine the technical proposal points of the work plans that achieve a passing score to the cost proposal points earned and will tentatively identify the Proposers' work plans with the highest combined scores. A maximum of 3 work plans and corresponding cost proposals, within each training/technical assistance category may be considered for a contract award.

### **Stage 5- Adjustments to Score Calculations for Bidding Preferences**

- 1) DMH will determine and confirm which entities, if any, are eligible to receive a bidding preference (i.e., small business).
- 2) To confirm the identity of the highest scored responsible Proposers within each training/technical assistance category, DMH will calculate the preference points for applicable claimed preference(s) and will readjust the total score of those Proposers eligible for bidding preferences. DMH will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in RFP Section I, Preference Program, page 23.

## **K) Award and Protest**

1. Awards, if made, will be made to the highest scoring proposals within each training/technical assistance category. A maximum of 3 awards may be made within each training/technical assistance category. If there are more than 3 highest scoring plans (because two or more proposals, falling into the "3<sup>rd</sup> rank" have the same highest total score, the tie will be broken as follows:

The tie will be broken by a coin toss administered by the Contract Manager and the Evaluation Panel.

2. Prior to awarding the contract, DMH will post a Notice of Intent to Award in Room 150 of the Department of Mental Health, 1600 9<sup>th</sup> Street, Sacramento, CA and on the DMH's website at: [www.dmh.ca.gov](http://www.dmh.ca.gov) for a period of five (5) working days. All proposals and all scoring sheets shall be available for public inspection following the posting of the Notice of Intent to Award (PCC 10345).
3. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605 and the Department of Mental Health, Contracts Office, 1600 9<sup>th</sup> Street, Room 150, Sacramento, California 95814 on the grounds that the (protesting) Proposer is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that the Proposer submit any protest by certified or registered mail.
4. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement must be mailed to DMH, Contracts Unit, 1600 9<sup>th</sup> Street, Room 150, Sacramento, CA 95814. It is suggested that the Proposer submit any protest by certified or registered mail.
5. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
6. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

## **L) Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. It is the policy of DMH's Contract Unit to retain contract documents for a minimum of three years from the termination date of the contract, or three years after the final payment is made to the Contractor under the terms of the contract, whichever is longer.

## **M) Agreement Execution and Performance**

Performance shall start on the date set by DMH and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, DMH, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another Contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

## **N) Sample Standard Agreement (STD 213)**

Attached is a sample Standard Agreement, a version of which will be signed by the Proposer who is awarded a contract. Proposer is advised to read and understand the provisions in the sample Standard Agreement (Attachment 9) as well as the related document in Attachment 10. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## ATTACHMENT 1

### Required Attachment Checklist

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to DMH. For your proposal to be responsive, all required attachments must be returned. This checklist must be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Proposal Cover Page
_____ Attachment 4	Statement of Qualifications for Key Personnel
_____ Attachment 5	Resumes for Key Personnel
_____ Attachment 6a	Work Plan
_____ Attachment 6b	Cost Proposal & Cost Proposal Narrative
_____ Attachment 7	References for Key Personnel
_____ Attachment 8	Small Business Form

ATTACHMENT 2

Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed with original signatures and returned along with all the "required attachments" as an entire package. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all other required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet  
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )		
3. Address				
Indicate your organization type:				
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Proposer's Name (Print)	11. Title			
12. <b>Signature</b>	13. Date			
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as:				
<table border="0"><tr><td>a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</td><td>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</td></tr></table>			a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____			
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".				
Date application was submitted to OSDC, if an application is pending:				



### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

### ATTACHMENT 3

#### Proposal Cover Page

The Proposer shall submit a signed cover page. Only the person authorized to bind the Proposer to the awarded agreement shall sign the cover page. The cover page shall also include the following:

1. Name of the proposing individual or firm;
2. The physical mailing address, telephone and fax numbers of the proposing individual or firm;
3. Name of the person authorized to obligate the firm in matters regarding this proposal or the resulting contract, and corresponding telephone and fax numbers and email address; and
4. Name of the person authorized to act as the contact person for the firm, and corresponding telephone and fax numbers, and email address.

## ATTACHMENT 4

### Statement of Qualifications for Key Personnel

Explain why you believe you are qualified to perform the work described in this RFP. Please include a separate statement for each of the identified Key Personnel.

This section shall provide adequate detail and documentation for DMH to determine if the Proposer meets the Minimum Qualifications required per Section D of this RFP, page 16. This section will be used in conjunction with the narrative portion of the work plan responding the "Agency Capabilities, Knowledge and Experience," resumes and references to adequately determine the Proposer meets the Minimum Qualifications. If, based on the information and documentation provided, DMH is not able to determine whether the Proposer meets the Minimum Qualifications, the proposal will be considered to be not responsive and will not be forwarded for further scoring and evaluation.

## ATTACHMENT 5

### Resume(s) for Key Personnel

Please attach your resume, specifically detailing your education and experience in relation to the needs of the program under this RFP. Please include a resume for each of the identified Key Personnel.

## ATTACHMENT 6a

### Work Plan

See page 19 of the RFP for details on the Work Plan requirements.

## ATTACHMENT 6b

### Cost Proposal & Cost Proposal Narrative

Using the cost table below, the Proposer shall prepare detailed cost displays to establish an all-inclusive daily rate for each work plan submitted in response to one or more of the training/technical assistance subject areas described in the Section B Scope of Work. This rate can be later pro-rated for services provided in less than full day formats.

To streamline the factors among all potential Proposers, the following standard assumptions shall be used to determine an all-inclusive daily rate:

- A) 1 day = 6 hours of service (this is actual service time and does not include breaks or travel time)
- B) Services may be provided in any California county. For purposes of this RFP, assume travel to the following counties: Sacramento, Los Angeles, Santa Clara, and Humboldt.
- C) The number of participants for each training and/or technical assistance event can vary greatly depending on the nature of the service, the county (urban vs. rural) and the venue where services will be performed. For purposes of this RFP, assume an average number of 50 participants. If the nature of the service and proposed work plan warrants a lower/higher number of participants, the Proposer must identify that number and the rationale.

Sample Cost Table to determine all-inclusive daily rate  
(Proposer's have the flexibility to adjust the formatting or include additional criteria to their cost tables as necessary)

<b>(Identify Training/Technical Assistance Category Here)</b>	<b>Cost</b>
Personnel Expenses	\$
Training materials	\$
Travel Expenses	\$
<b>TOTAL all inclusive daily rate</b>	<b>\$</b>
<b>If more than one day, include total event cost here:</b>	<b>\$</b>

ATTACHMENT 6b (continued)

Cost Table Narrative

**Personnel:** List specific personnel who will be providing the training or technical assistance, and the cost to provide a day of training. If more than one trainer will be involved, include names and costs for each separately, and include the total cost on the cost table.

**Training materials:** Discuss the specific costs to produce necessary handout materials such as binders, workbooks, photocopies, paper and/or printing. If the nature of the service and proposed work plan warrants a lower/higher number of participants than addressed in the standard assumptions above, the Proposer must identify that number and the rationale.

**Travel:** Include the cost of transportation (air fare, per diem, mileage/fuel costs, and/or rental car). Since this is an all-inclusive daily rate, the cost of travel will need to be averaged based on the need to travel anywhere in California. To assist with this effort, Proposers may assume travel to the following counties: Sacramento, Los Angeles, Santa Clara and Humboldt. In addition, travel costs must be based on reimbursement rates for non-represented state employees.

## ATTACHMENT 7

### References for Key Personnel

Submission of this attachment for each identified Key Personnel is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below at least two references for services performed within the last five years, which are similar to the training/technical assistance category for which you are submitting a work plan. If two references cannot be provided, please explain why on an attached sheet of paper.

#### REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

#### REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

#### REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided



ATTACHMENT 8

Small Business Form

Reference page 23 of this RFP for information regarding the Small Business Preference Program.

**NOTICE TO ALL PROPOSERS**

**Small Business Preference**

**Please complete this form and return with your Bid.**

Are you claiming preference as a small business?

( ) YES      ( ) NO

Are you subcontracting not less than 25% of your cost proposal to a small business?

( ) YES      ( ) NO

Primary contractor or sub-contractor Small Business Number \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer/Organization

\_\_\_\_\_  
Street Address, City, State, Zip Code

\_\_\_\_\_  
Today's Date

ATTACHMENT 9: Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount \$  
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D\* Special Terms and Conditions

page(s)

Exhibit E – Additional Provisions

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

*\*These documents can be viewed at [www.ois.dgs.ca.gov/Standard+Language](http://www.ois.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to provide to (agency name and acronym) (type of service) as described herein:

(Give brief overview of services to be provided.)

2. The services shall be performed at (location).
3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all contractual inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:
- Specifications, requirements
  - Personnel, staffing
  - Coordination
  - Results, deliverables
  - Timelines, progress reports
  - Evaluation, acceptance

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoice(s) shall include the Contractor's name and business address, DMH Agreement Number, training/technical assistance service category provided, date(s) when and location where services were performed, the all-inclusive daily rate, and the total cost based on the number of service days provided. Invoice(s) shall be signed by an authorized representative and submitted in triplicate not more frequently than monthly in arrears to:

Department of Mental Health  
Attn: DMH CONTRACT MANAGER  
1600 9<sup>th</sup> Street  
Sacramento, CA 95814

NOTE: All payments are made in arrears.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Budget**

Charges shall be computed in accordance with the all-inclusive daily rate specified on page 2 of Exhibit B.

**4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract, The General Terms and Conditions will be included in the contract by reference to Internet site:  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm> -GTC/306

SAMPLE

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- A. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments, in addition to any other relevant terms and conditions.
- B. **PUBLICATIONS AND REPORTS.** If publications and reports are provided for in the Contract, Contractor shall:
1. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
  2. Furnish two copies of each publication and report required plus one reproducible original.
  3. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
  4. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior State approval is granted.
  5. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:  
  

**DEPARTMENT OF MENTAL HEALTH**  
**TITLE**  
**By (Contractor)**
  6. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. DMH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
  7. If the publication and/or report is prepared by non-employees of the Department, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).
- C. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and be available to meet with State representatives to discuss any

difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

- D. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report must be completed on or before the date indicated in the Contract.
- E. **FISCAL RECORDS.** Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed and to hours of employment in performance of this Contract by any employee of Contractor for which the State is billed. In addition, Contractor shall establish accounting procedures subject to State approval--or the State shall approve existing procedures--and the Contractor shall maintain for at least three years books, papers, records, documents, and other evidence sufficient to determine the costs and hours spent fulfilling the terms of this Contract and related incidental tasks. Contractor shall allow State representatives to review any of these materials.
- F. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, Department of Mental Health staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- G. **CONFIDENTIALITY OF DATA AND DOCUMENTS.**
1. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.
  2. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
  3. Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
  4. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
  5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
  6. After any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so, at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

#### H. PROVISIONS RELATING TO DATA.

1. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
2. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Contract is commenced.
3. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
5. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.
6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.
7. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify State of any such contemplated action; and State may within 30 days after



said notification determine whether it desires said data to be further preserved and, if State so elects, the expense of further preserving said data shall be paid for by the state. Contractor agrees that State shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Contract, and Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

- I. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.
- J. SUBSTITUTIONS. Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.
- K. NOTICE. Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
- L. WAIVER. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
- M. GRATUITIES AND CONTINGENCY FEES. The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract, provided that the existence of the facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without**

**liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.**

- N. **INSURANCE.** Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

- O. **CONTRACT IS COMPLETE.** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

- P. **CAPTIONS.** The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

- Q. **PUBLIC HEARINGS.** If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State will reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

- R. **EQUAL EMPLOYMENT OPPORTUNITY.** If this Contract provides for payment in excess of \$10,000 during the performance of this Contract, the Contractor agrees to comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 CFR Part 60)

- S. **DVBE.** Unless specifically waived by the Deputy Director of Administrative Services of the Department of Mental Health, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

- T. **FORCE MAJEURE.** Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay,. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

- U. PERMITS AND LICENSES. The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

- V. LITIGATION. The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

- W. SEVERABILITY. If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.

- X. DISPUTES. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the DMH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision. Pending the final decision by the Deputy Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, will excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

- Y. PUBLIC CONTRACT CODE. Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.

Z. **EVALUATION OF CONTRACTOR'S PERFORMANCE.** The Contractor's performance under this Contract will be evaluated by the State after completion of the contract. A copy of the written evaluation will be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

AA. **TRAVEL.** Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by DMH. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department of Mental Health (DMH). All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of DMH must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

BB. **PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS EXCEEDING \$200,000.** If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

CC. **TERMINATION.** Unless otherwise specified, either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.
2. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
3. Terminate all orders and subcontracts;
4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
5. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

#### DD.CLIENT CONFIDENTIALITY.

1. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, Individually Identifiable Personal Information (IIPI), which includes, but is not limited to; client name, social security number, birth date, and any other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a Department of Mental Health funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
2. Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client.
3. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
4. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.
5. Notification of Electronic Breach. During the term of this Agreement, the contractor agrees to notify DMH immediately upon discovery of any breach of security of IIPI in computerized form if the IIPI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be made to the DMH Contract Manager within one business day. Written notice shall be provided to the DMH Contract Manager within two (2) business days of discovery. The Contractor shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The Contractor shall investigate such breach and provide a written report of the investigation to the DMH Contract Manager within thirty (30) working days of the discovery of the breach at the address below:

California Department of Mental Health  
Attention: (Contract Manager)  
1600 9th Street  
Sacramento, CA 95814

#### EE.CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

**GOVERNMENT CODE 19990**

A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
2. Using state time, facilities, equipment, or supplies for private gain or advantage.
3. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
4. Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.
5. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
6. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
7. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

**FF. Use of State Funds**

Contractor shall not use funds received from DMH pursuant to this contract to pay for costs or expenses directly related to the following:

1. The lobbying of an official position by Contractor, as an organization, to support either the passage or defeat of any legislation, initiative or ballot measure; or,

2. The lobbying of an official position by Contractor, as an organization, to support either the election or defeat of any candidate for elective office.

This provision is not intended and shall not be construed to limit the expression of the views, opinions, or positions of any members of Contractor and individual, private citizens; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

(Added by Stats. 1981, c230. Amended by Stats. 1986, c1344.)

**Rev. Mar-06**

SAMPLE

## Exhibit E

### **HIPAA BUSINESS ASSOCIATE PROVISIONS**

#### **1. Recitals**

- A. It has been determined that a business associate relationship exists between the Department of Mental Health (DMH) and the contractor under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. DMH may wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. Under this Agreement, Contractor is the Business Associate of DMH and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DMH and uses or discloses PHI.
- E. DMH and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- F. The purpose of these Provisions is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- G. The terms used in these Provisions, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

#### **Permitted Uses and Disclosures of PHI by Business Associate**

- A. *Permitted Uses and Disclosures.* Except as otherwise indicated in these Provisions, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DMH, provided that such use or disclosure would not violate the HIPAA regulations, if done by DMH.
- B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in these Provisions, Business Associate may:



- (1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- (2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DMH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DMH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DMH.

#### Responsibilities of Business Associate

Business Associate agrees:

- A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DMH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.
- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of these Provisions.
- D. *Reporting of Improper Disclosures.* To report to the DMH Privacy Officer within one business day, (916) 654-0497, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement and these Provisions.
- E. *Notification of Electronic Breach.* During the term of this Agreement, to notify DMH immediately upon discovery of any breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be made to the DMH Privacy Officer within one business day at (916) 654-0497. Written notice shall be provided to the DMH Privacy Officer within two (2) business days of discovery. Business Associate shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation to the DMH Privacy Officer within thirty (30) working days of the discovery of the breach at the address below:

Privacy Officer  
C/o Office of HIPAA Compliance  
California Department of Mental Health  
1600 9<sup>th</sup> Street, Room 150  
Sacramento, CA 95814

- F. *Business Associate's Contractors.* To ensure that any contractors, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DMH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these Provisions into each subcontract or sub-award to such agents or subcontractors.
- G. *Availability of Information to DMH and Individuals.* To provide access as DMH may require, and in the time and manner designated by DMH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DMH (or, as directed by DMH), in accordance with Health & Safety Code 128110 and 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DMH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DMH health plans; or those records used to make decisions about individuals on behalf of DMH. Business Associate shall use the forms and processes developed by DMH for this purpose and shall respond to requests for access to records transmitted by DMH within 5 days of receipt of the request by producing the records or verifying that there are none within 15 days.
- H. *Amendment of PHI.* To make any amendment(s) to PHI that DMH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DMH.
- I. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DMH, or created or received by Business Associate on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.
- J. *Documentation of Disclosures.* To document and make available to DMH or (at the direction of DMH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the performance of functions or activities on behalf of DMH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of these Provisions, including termination of employment.

#### Obligations of DMH

DMH agrees to:

- A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that DMH produces in accordance with 45 CFR 164.520, as well as any changes to

such notice. The most current Notice of Privacy Practices can be viewed at:  
<http://www.DMH.ca.gov/hipaa>.

- B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

#### Audits, Inspection and Enforcement

From time to time, DMH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and these Provisions. Business Associate shall promptly remedy any violation of any provision of these Provisions and shall certify the same to the DMH Privacy Officer in writing. The fact that DMH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement and these Provisions, nor does DMH's:

- (a) failure to detect; or
- (b) detection, but failure to notify Business Associate, or
- (c) require Business Associate's remediation of any unsatisfactory practices,

constitute acceptance of such practice or a waiver of DMH's enforcement rights under this Agreement and these Provisions.

#### Termination

- A. *Termination for Cause.* Upon DMH's knowledge of a material breach of these Provisions by Business Associate, DMH shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DMH; or
  - (2) Immediately terminate this Agreement if Business Associate has breached a material term of these Provisions and cure is not possible.
  - (3) If neither cure nor termination is feasible, the DMH Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. *Judicial or Administrative Proceedings.* DMH may terminate this Agreement, effective immediately, if (i) Business Associate is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Business Associate has violated a privacy or security standard or requirement of HIPAA, or (iii) other security or privacy laws is made in an administrative or civil proceeding in which the Business Associate is a party.
- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DMH (or created or received by Business Associate on behalf of DMH) that Business Associate still maintains in any form, and

shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of these Provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

#### Miscellaneous Provisions

- A. *Disclaimer.* DMH makes no warranty or representation that compliance by Business Associate with these Provisions, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of these Provisions may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DMH's request, Business Associate agrees to promptly enter into negotiations with DMH concerning an amendment to these Provisions embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DMH may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend these Provisions when requested by DMH pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DMH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of these Provisions is intended to confer, nor shall anything herein confer, upon any person other than DMH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- E. *Regulatory References.* A reference in the terms and conditions of these Provisions to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of these Provisions shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 10: Contractor Certification Clauses (CCC-1005)

**CCC-1005**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. the person's or organization's policy of maintaining a drug-free workplace;
    3. any available counseling, rehabilitation and employee assistance programs; and,
    4. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    1. receive a copy of the company's drug-free workplace policy statement; and,
    2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.